

SUPREME COURT OF THE STATE OF NEW YORK

COUNTY OF NASSAU

PRESIDENT R.C. - ST. REGIS MANAGEMENT  
COMPANY and IVAN KAUFMAN,

Plaintiffs,

-against-

PARK PLACE ENTERTAINMENT CORP., ARTHUR  
GOLDBERG and CLIVE CUMMINS,

Defendants.

March 13, 2002  
9:56 a.m.

EAB Plaza  
Uniondale, New York

EXAMINATION BEFORE TRIAL OF IVAN  
KAUFMAN, a Plaintiff herein, taken by the respective  
parties, pursuant to Notice, and held at the  
above-mentioned time and place before a Notary  
Public in and for the State of New York.

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## 2 A P P E A R A N C E S:

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4 SWIDLER BERLIN SHEREFF FRIEDMAN, LLP  
5 Attorneys for Plaintiffs

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6 The Chrysler Building  
7 405 Lexington Avenue  
8 New York, New York 101749  
10 BY: ANDREW J. LEVANDER, ESQ. and  
11 LOUIS M. SOLOMON, ESQ.

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13 MELTZER LIPPE GOLDSTEIN & SCHLISSEL, P.C.  
14 Attorneys for Plaintiffs

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16 190 Willis Avenue  
17 Mineola, New York 11501

18 (NOT PRESENT)

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20 RUSKIN, MOSCOU, EVANS & FALTISCHEK, P.C.  
21 Attorneys for Defendant  
22 PARK PLACE ENTERTAINMENT CORP.23 190 EAB Plaza  
24 East Tower, 15th Floor  
25 Uniondale, New York 1155626 BY: KEVIN SCHLOSSER, ESQ.  
27 TIMOTHY DeRENTA, ESQ.  
28 File #: 85271

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## 2       A P P E A R A N C E S:

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4           CADWALADER WICKERSHAM & TAFT, ESQS.  
5           Attorneys for Defendants  
5           ARTHUR GOLDBERG, Deceased and CLIVE CUMMIS6           100 Maiden Lane  
7           New York, New York 100387           BY: JONATHAN M. HOFF, ESQ.  
8           ALLA LERNER, ESQ.

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## 11       ALSO PRESENT:

12           RONA KUPFERBERG

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1 Kaufman

2 good relations with both sides?

3                  A        No. Just that he related to them well.

4 Q Would you describe the transaction in  
5 which you acquired Mr. Mealous's interest?

6           A     I can only do it in a general sense. I  
7     don't know all the particulars. I think I paid him  
8     a small percentage of the total purchase price up  
9     front and agreed to pay the balance over a five-year  
10    period. I think it was also contingent on me -- and  
11    I don't recall exactly how I structured it -- on me  
12    also being successful in buying out President River  
13    Boats or replacing President River Boats of  
14    developing an appropriate relationship with  
15    President River Boats to be the proper partner.

21 MR. LEVANDER: There is a seat  
22 right here.

23 Q What was the small percentage up front  
24 that you paid?

25 A Might have been ten percent of the

Kaufman

2 purchase price.

3 Q What was the purchase price?

4 A I think it was like 5 million.

5 Q Was this transaction reduced to writing?

6 A Eventually.

7 Q What type of writing memorialized it?

8 A It was a typed letter agreement.

9 Q Was that agreement signed by the parties

10 to it?

11 A Eventually.

12 Q That's a yes?

13 A Eventually, it was signed.

14 Q Who signed the agreement?

15 A I believe Gary did.

16 Q Gary Mealous?

17 A Yes. I believe I did.

18 Q Did you maintain copi

19 agreement?

20 A I believe so. In fact, I think the

21 agreement was required by the NIGC.

22 Q Do you cu

23 A Probab

24 Q Where?

1 Kaufman

2 A I don't recall.

3 Q Do you recall ever putting down the  
4 first small percentage?

5                   A       Fifty or 500.

6 Q Did you put down the first percentage?

7 A Did I put down the first installment?

8 Q Yes.

9           A       I think I did, but I'm not a hundred  
10      percent sure at this time.

11 Q Do you have any documentation of any  
12 payments to Mr. Mealous?

13 A I may. I don't know.

14 Q Is Mr. Horn also responsible for  
15 maintaining that record?

16 A I don't know.

17 Q Have you ever seen documentation of any  
18 payments to Mr. Mealous?

19 A I don't recall.

20 Q With respect to the ninety percent of  
21 the transaction, did you pay any portion of that t  
22 Mr. Mealous?

23 A I don't believe so.

24 MR. HOFF: I'm sorry?

25 THE WITNESS: I don't believe so.

1 Kaufman

2 Q Have you had any discussions with Mr.  
3 Mealous concerning satisfying that portion of the  
4 transaction?

5 A I don't recall.

6 Q Have you had any discussions with Mr.  
7 Mealous concerning payment of any amount on the  
8 transaction?

A I don't recall.

10 Q Has Mr. Mealics ever advised you that he  
11 intended to institute a lawsuit against you for the  
12 amounts unpaid?

13 A I don't recall.

14 Q Has Mr. Mealcus ever indicated to you  
15 any intention to take any action with respect to the  
16 amounts unpaid?

13 A I don't recall.

18 Q In connection with the acquisition, who  
19 had the responsibility to pay Mr. Mealous?

20 A Which entity?

21 Q Yes.

22 A Probably PRC. I don't know which entity  
23 acquired NAMC, I have to look at the organizational  
24 structure to see what the prior entity was.

Q It's the entity that acquired it that

1 Kaufman

2 has the responsibility to pay?

3                  A        Could be. I have to look at the  
4 contract to see.

5 Q Do you have any personal responsibility  
6 for the payment?

7 A No.

8 Q Were any personal guarantees provided?

9 A No.

10 Q Do you have any agreement with Mr.

11 Mealous concerning any recovery that you are seeking  
12 in this lawsuit?

13 A No.

14 Q Did you ever discuss that subject with  
15 Mr. Mealous?

16 A NO.

17 Q Did you ever advise the tribe that Mr.  
18 Mealous was not paid the full amount of the purchas  
19 price of your acquisition?

20 A I don't recall.

21 Q Did that subject ever come up with the  
22 tribe?

23 A I don't believe so.

24 Q Did you ever advise the National Indian  
25 Gaming Commission that Mr. Mealous had not been paid

1 Kaufman

2 on your acquisition?

3 A I don't know.

4 Q Did that topic ever come up with the  
5 NIGC?

6 A Not with me.

7 Q To the extent you recall, did it come up  
8 with anyone?

9 A I don't think so.

10 Q Now, you mentioned that there was

11 another entity called President River Boats

12 Casinos --

13 A Yes.

14 Q -- in connection with this transaction?

15 Was that the other party that had an  
16 interest in the management agreement with Mr.

17 Mealous's company?

18                  A       Yes.

19 Q Let's call them President River P

20 for the purposes of this deposition, just to

21 distinguish them from your Pres:

22 Regis Management. Fail

23 A All right.

24 Q What type of entity to the extent w

## 25 President River Boats?